

AG Contract No. KR 2029TRN
COT Resolution No. 18802
COT Contract No. 0304-01
ADOT ECS File No. JPA 00-172
Project: TEA-010-D-(2)/H5735 01C
Section: B-10 (SR-77), Miracle Mile – Oracle Hwy.

INTERGOVERNMENTAL AGREEMENT
BETWEEN
THE STATE OF ARIZONA
AND
THE CITY OF TUCSON

THIS AGREEMENT is entered into 8 February, 2001,
pursuant to Arizona Revised Statutes, Sections 11-951 through 11-954, as amended, between the STATE
OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the "State") and the
CITY OF TUCSON, acting by and through its MAYOR and CITY COUNCIL (the "City").

I. RECITALS

1. The State is empowered by Arizona Revised Statutes Section 28-401 to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has delegated to the undersigned the authority to execute this agreement on behalf of the State.

2. The City is empowered by Arizona Revised Statutes Section 48-572 to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has authorized the undersigned to execute this agreement on behalf of the City.

3. The State and the City desire to participate in the design and construction of improvements to B-10 (SR-77) from Miracle Mile to Oracle Highway, to include landscaping, irrigation, and sidewalks, at an estimated cost of \$258,750 00, all at State expense, hereinafter referred to as the Project.

THEREFORE, in consideration of the mutual agreements expressed herein, it is agreed as follows:

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NO 24451
Filed with the Secretary of State
Date Filed: 02/08/2001

Betsy Bayless
Secretary of State

By Vicky D. Graenewald

II. SCOPE

1. The State will:

a. Provide to State standards design plans, specifications and such other documents and services required for construction bidding and construction of the Project. Incorporate City review comments. Upon completion of design, provide the City the design documents for use in constructing the Project.

b. Be responsible for all costs associated with the Project, up to, but not to exceed \$258,750.00. After bid opening, but prior to the award of a construction contract by the City, pay the City for the reasonable direct actual cost of the construction of the Project, plus construction engineering, within 30 days after receipt and approval of an invoice.

2. The City will:

a. Review the design documents and provide comments.

b. Using the State's design documents, call for bids and award one or more construction contracts for the Project. Administer same and make all payments to the contractor(s). Be responsible for any contractor claims for extra compensation due to delays or whatever reason attributable to the City.

c. After bid opening, but prior to the award of a construction contract, invoice the State for the reasonable direct actual cost of the construction of the Project, plus construction engineering, in an amount not to exceed \$258,750.00.

d. Upon completion, approve and accept the Project on behalf of the parties hereto as complete and provide maintenance to the Project, inside or outside the State right-of-way.

e. Arrange to have furnished and installed in its name necessary water services from water mains to the designated locations within the right of way at the State's expense.

f. Furnish all water for landscape installation during the construction phase, and all water thereafter necessary to properly maintain the landscape, all at City expense.

g. After construction, maintain the sidewalks, and the irrigation system including all testing, adjusting, repairing and operation of the irrigation system, and furnish all electrical power necessary to operate the irrigation system.

h. The City hereby agrees to maintain the landscaping. Maintenance shall consist of the care of all landscaping in accordance with accepted horticultural practices, keeping all areas free of weeds, undesirable grasses and litter, applying irrigation water, furnishing and applying insecticide/herbicide sprays and dust to combat diseases and other pests, pruning and replanting as required to maintain the landscaping as it was designed, and established at the completion of the project. The City will not make any changes, additions or deletions without written approval of the State. All maintenance work shall be conducted in a manner to minimize traffic congestion and interference with through traffic. All traffic control will meet the requirements of the Arizona Department of Transportation's "Uniform Traffic Control Manual."

III. MISCELLANEOUS PROVISIONS

1 This agreement shall remain in force and effect until completion of said Project; provided, however, that this agreement, except any provisions herein for maintenance, which shall be perpetual, may be cancelled at any time prior to the award of a Project construction contract, upon thirty (30) days written notice to the other party

2 This agreement shall become effective upon filing with the Secretary of State

3 This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511

4 The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract.

5 In the event of any controversy which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes Section 12-1518

6 All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Department of Transportation
Joint Project Administration
205 South 17 Ave. MD 616E
Phoenix, AZ 85007

City of Tucson
Transportation Director
Box 27210
Tucson, AZ 85726-7210

7 Attached hereto and incorporated herein is the written determination of each party's legal counsel that the parties are authorized under the laws of this state to enter into this agreement and that the agreement is in proper form.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

CITY OF TUCSON

By


ROBERT E. WALKUP
Mayor

STATE OF ARIZONA


Department of Transportation

By


WILLIAM J. HIGGINS
Deputy State Engineer

ATTEST

By


KATHLEEN S. DETRICK
City Clerk